



OFFICE OF THE ATTORNEY GENERAL OF TEXAS  
AUSTIN

GERALD C. MANN  
ATTORNEY GENERAL

Honorable Jesse James  
State Treasurer  
Austin, Texas

Dear Mr. James:

Opinion No. 0-5240

Re: Authority of the Treasurer  
to pay a general revenue  
warrant upon the endorse-  
ment or receipt of an agent  
of the payee acting under a  
power of attorney.

You write us as follows:

"Please advise if the enclosed photo-  
static copy of a power of attorney author-  
izes Mr. Sidney Benbow, of Harris County,  
Texas, to endorse for the National Biscuit  
Company a General Revenue Warrant No. 415,  
088, dated April 3, 1943, and in the amount  
of \$21,424.00."

The pertinent part of the photostatic copy ac-  
companying your letter is as follows:

"The National Biscuit Company, a cor-  
poration of New Jersey, has made, consti-  
tuted and appointed, and by these presents  
does make, constitute and appoint Sidney  
Benbow of Harris County, Texas, its true  
and lawful agent and attorney-in-fact for  
it and in its name, place and stead to pre-  
sent before the Legislature of Texas, or  
any other duly constituted agency of govern-  
ment of the State of Texas, any and all  
claims, rights, title or interest that said  
corporation may have against the State of  
Texas, \* \* \*

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\* \* \*

"And our said agent and attorney-in-fact is hereby given and granted full power and authority to prosecute, collect, receipt for, and to execute and sign, all papers, releases, or other instruments in the name of the undersigned that may be necessary in the collection of such taxes or payments that are now due or become due to said National Biscuit Company by the State of Texas by virtue of payments made to the State of Texas prior to the execution of this instrument; \* \* \*

The photostat copy shows the signature of the payee as follows:

"NATIONAL BISCUIT COMPANY

"By C. P. Montgomery  
Vice President

"ATTEST:

"C. F. Bliss  
"Secretary."

Of course, any payment by you to any one other than the payee named in the warrant would be at your peril.

Although not a negotiable instrument, the warrant, nevertheless, may be transferred by assignment of the payee; or the same may be paid to another who has been duly authorized to receive and receipt therefor.

Assuming that the photostatic instrument is a correct copy of the original power of attorney, and that the original itself was a genuine instrument you are authorized to make payment to Mr. Benbow, otherwise, of course, you would not be authorized to make such payment.

Nothing we have said implies in any way that the National Biscuit Company did not execute the power of attorney, nor that the photostat accompanying your letter is not an accurate reproduction of their instrument. We are making this statement, however, in the interest of legal accuracy.

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Whether the payment be made to the Company or to Mr. Benbow, it is necessary that an acknowledgment of payment of the judgment in favor of the National Biscuit Company in the case of that Company against the State of Texas, and a release of the State from all liability thereunder, be executed as required by Senate Bill No. 185 of the 48th Legislature, and delivered to you.

Very truly yours

ATTORNEY GENERAL OF TEXAS

By

*Ocie Spoer*  
Ocie Spoer  
Assistant

OS-MR

APPROVED APR 29, 1943

*Gerald C. Mann*

ATTORNEY GENERAL OF TEXAS

